

# IN THE NAME OF ALLAH, THE MOST GRACIOUS, THE MOST MERCIFUL

## NAME

1. **[a]** The name of the association is AFRICAN MUSLIM FARMERS ASSOCIATION

**[b]** The abbreviated name is AMFA

## INTERPRETATION OF TERMS

2. In this statute, unless the context indicates otherwise, a word or expression to which a meaning is attached shall have a similar meaning and:

**[a]** Amir means a Muslim person elected as the leader of the African Muslim Farmers Association and follows the Quran and Sunnah of the Prophet Muhammed, may the peace and Salutations of ALLAH be upon him, according to the interpretation and accepted view of the Ahl as Sunnah Wal Jama'ah, as expounded by the four recognized madhahib of jurisprudence. (Shafi, Hanafi, Maliki and Hambali).

**[b]** Shura Council means the council of members of the African Muslim Farmers Association who were elected to carry out the fiduciary responsibilities of the Office of the Amir and who are Muslim and follow the Quran and Sunnah of the Prophet Muhammed, may the peace and Salutations of ALLAH be upon him, according to the interpretation and accepted view of the Ahl as Sunnah Wal Jama'ah, as expounded by the four recognized madhahib of jurisprudence. (Shafi, Hanafi, Maliki and Hambali).

**[c]** Office of the Amir means the Amir together with the Shura Council.

**[d]** Family member means a person's spouse and anybody related to a person or that person's spouse within the third degree of consanguinity. An adopted child is deemed to be related to that child's adoptive parents within the first degree of consanguinity.

**[e]** Shariah means Islamic law in accordance with the Quran and Sunnah of the Prophet Muhammed, may the peace and Salutations of ALLAH be upon him, according to the interpretation and accepted view of the Ahl as Sunnah Wal Jama'ah, as expounded by the four recognized madhahib of jurisprudence. (Shafi, Hanafi, Maliki and Hambali).

## FOUNDING PRINCIPLE AND ENTRENCHED CLAUSE

3. The basis of all functions of the African Muslim Farmers Association will be the Quran and Sunnah of the Prophet Muhammed, may the peace and Salutations of ALLAH be upon him, according to the interpretation and accepted view of the Ahl as Sunnah Wal Jama'ah, as expounded by the four

recognized madhahib of jurisprudence. (Shafi, Hanafi, Maliki and Hambali). "This is an entrenched clause which cannot be amended.

## LEGAL STATUS

4. The African Muslim Farmers Association is a body with its own legal identity which is separate from its individual members. The African Muslim Farmers Association shall continue to exist even if the members change. The African Muslim Farmers Association may own property, enter into any contracts, and sue or be sued in its own name.
5. The African Muslim Farmers Association has perpetual succession unless dissolved after a resolution passed by at least 90% of the Shura Council members.

## NON-PROFIT DISTRIBUTING CHARACTER

6. The income and property of the African Muslim Farmers Association shall be used solely for the promotion of its stated objectives. The members and the office-bearers shall have no rights to the property or other assets of the African Muslim Farmers Association solely by virtue of them being members or office-bearers. No portion of the income or property of the African Muslim Farmers Association shall be paid or distributed directly or indirectly to any person (otherwise than in the ordinary course of undertaking any public benefit activity) or to any member of the African Muslim Farmers Association or the Office of the Amir, except as:

[a] reasonable compensation for services actually rendered to the African Muslim Farmers Association and in accordance with relevant African Muslim Farmers Association policies established;

[b] reimbursement of actual costs or expenses reasonably incurred on behalf of the African Muslim Farmers Association and in accordance with relevant African Muslim Farmers Associations policies.

7. Upon the dissolution of the African Muslim Farmers Association, after all debts and commitments have been paid, any remaining assets shall not be paid to or distributed amongst members, but shall be transferred by donation to some other non-profit muslim organisation which the Office of the Amir failing that the Jamiatul Ulama of South Africa (and failing which any division of the High Court) considers appropriate; and should this Association become an approved public benefit organisation:

[a] is a similar public benefit organisation which has been approved in terms of section 30 of the Income Tax Act, or

[b] any institution, board or body which is exempt from tax under the provisions of section 10(1)(cA), which has as its sole or principal object the carrying on of any public benefit activity, or

[c] any department of state or administration in the national or provincial or local sphere of government of the Republic contemplated in section 10(1) (a) or (b).

8. The African Muslim Farmers Association has not and will not use its resources directly or indirectly to support, advance or oppose any political party.
9. The African Muslim Farmers Association will from time to time appoint at least seven persons, who are not connected persons in relation to each other, to accept all responsibilities including fiduciary responsibilities of the African Muslim Farmers Association and in particular, no single person will directly or indirectly control the decision making powers relating to the African Muslim Farmers Association.

## TRADING PROVISION

10. The African Muslim Farmers Association will not carry on any business undertaking or trading activities, otherwise than to the extent that its gross income from all such business undertakings or trading activities do not in total exceed the greater of 5 percent of its gross receipts or R 200 000 other than as may otherwise be allowable under section 30 of the tax act.
11. Even though the African Muslim Farmers Association is allowed to trade, its sole and principle objectives remains the carrying on of Public Benefit Activities.

## OBJECTIVES

12. The objectives of the African Muslim Farmers Association are to undertake the following types of activities according to associations practice:
  - [a] To encourage commitment to society amongst Muslim Farmers by establishing charitable programs that will improve the lives of people of all religious and ethnic backgrounds.
  - [b] To establish a bursary program that will result in the development of the agricultural sector.
  - [c] To improve efficiency, productivity and sustainability of Muslim Farming enterprises to positively contribute to the agricultural sector, under any economic conditions, with the intention of contributing to food security.
  - [d] To provide knowledge based platforms from which members can share information, skill and expertise, on various farming related topics.
  - [e] To liaise with various stakeholders including Government structures in order to promote sound and ethical agricultural practices in accordance with Islamic principles and values.
  - [f] To be a voice for Muslim Farmers on the various media platforms and to monitor the output of the print, online and broadcast media on issues that have an impact on the Muslim farmers.
  - [g] To unite the Muslim Farmers of Africa by functioning under one umbrella body.
  - [h] To encourage and establish a climate of Islamic ethos in all agricultural activities.
  - [i] To receive, purchase, sell or exchange any rights, property, bond, securities, shares, movable and immovable properties for the African Muslim Farmers Association, provided such transactions falls within the purview of the Shariah.

[j] The activities carried on by the African Muslim Farmers Association will be for the benefit of, or is widely accessible to the Muslim public at large.

[k] The activities carried on by the African Muslim Farmers Association will be for the benefit of, or is widely accessible to the poor and needy Muslims.

## **POWERS**

13. The Office of the Amir has the powers to perform the duties necessary to achieve the objectives of the association subject to the constitution of the association. Such powers shall include, but not be limited to, the General Investment, business transactions and Administrative Powers.

14. The Office of the Amir has the power to carry out dispute resolutions on any matter concerning the African Muslim Farmers Association on a basis determined by the Officer of the Amir.

## **MEMBERSHIP**

15. [1] Membership of the African Muslim Farmers Association is open to all Sunni Muslims who adhere to and follow the beliefs of the Ahl as Sunnah Wal Jama'ah as in article 3.

[2] The Office of the Amir may admit further members from time to time subject to due compliance with any conditions of membership, including payment of any membership fees which the Office of the Amir may stipulate from time to time.

[3] No members will have any voting rights.

## **APPLICATION FOR MEMBERSHIP**

16. [1] Every application for membership has to be approved by the Office of the Amir and the Office of the Amir has the right to accept or reject an application without assigning any reason for doing so.

[2] The application must be a written application as prescribed by the office of the Amir signed by the applicant which shall be made to the Office of the Amir.

[3] In the event of an application for membership being rejected, any amount paid by the applicant to the African Muslim Farmers Association shall be refunded to him.

[4] African Muslim Farmers Association shall consist of the following classes of membership:

[a] Ordinary Membership

[b] Honorary Membership

## **[c] Special Membership**

- [5]** Honorary and Special Membership will be determined in accordance with the Honorary and Special Membership policy.

## **COMMENCEMENT OF MEMBERSHIP**

- 17.** A person becomes a member of the African Muslim Farmers Association when the Office of the Amir has accepted the candidate's application for membership.

## **MEMBERSHIP FEE**

- 18.** A membership fee must be paid annually or biannually in advance. Such fee shall not be refunded on termination of membership.

## **TRANSFER OF MEMBERSHIP**

- 19. [1]** Membership may be transferred only with the approval and on the authority of the Office of the Amir who shall satisfy itself that the proposed transferee is qualified to be a member of the African Muslim Farmers Association.
- [2]** The Office of the Amir may at any time refuse to approve and register a proposed transfer without assigning any reason for doing so.
- [3]** The transfer of any membership shall be in writing in such form and signed in such a manner as the Office of the Amir from time to time may stipulate.

## **TERMINATION OF MEMBERSHIP**

- 20. [1]** Membership shall be terminated upon non-payment of the relevant fees.
- [2]** The resignation of a member comes into operation at the first Annual General Meeting of the African Muslim Farmers Association held after it has received the written resignation of the member: Provided that the member gave the African Muslim Farmers Association a minimum of 6 month notice before this Annual General Meeting. The membership of a member, who has resigned, shall be terminated by a resolution of the Office of the Amir.

**[3]** The amount paid in respect of membership fees shall be forfeited to the African Muslim Farmers Association.

## **SUSPENSION AND EXPULSION**

**21. [1]** A member who repeatedly contravenes a provision of this constitution or any rules or who refuses to comply with such provision or to meet an obligation imposed on him by the Office of the Amir or in terms of this constitution or rules or which he agreed to meet, may:

**[a]** by a resolution of the Office of the Amir, be suspended as a member for a period to be determined by the Office of the Amir but which shall not be longer than the date of the next Annual General Meeting.

**[2]** The suspension of a member may be revoked by a resolution of the Office of the Amir at any time.

**[3]** The Office of the Amir may expel any office bearer/member who in its discretion brings the African Muslim Farmers Association into disrepute or acts against the interests of the African Muslim Farmers Association.

## **DISCIPLINARY MEASURES**

**22. [1]** While under suspension a member forfeits his/her right to Attend General Meetings.

**[2]** The Office of the Amir may furthermore stipulate that certain or all transactions with a member shall be suspended for the period of his/her suspension.

**[3]** The membership of an expelled member shall be cancelled by resolution of the Office of the Amir and upon such cancellation the member shall forfeit his/her membership fees.

## **MANAGEMENT OF THE AFRICAN MUSLIM FARMERS ASSOCIATION**

**23. [1]** The affairs of the African Muslim Farmers Association shall be managed by the Office of the Amir. The Office of the Amir is made up of the Amir and His Shura Council. The Shura Council must consist of a minimum of 6 independent members and a maximum of 10 members. The Office of the Amir shall, subject to the provisions of this constitution, exercise the powers and duties of the association.

**[2]** The Office of the Amir shall deal with all such matters not provided for in this constitution but concomitant to the aims and objectives of the African Muslim Farmers Association.

**[3]** An Amir shall be appointed by the Shura Council of a minimum of 6 members that served the departing Amir.

- [4]** No immediate family member of the newly appointed Amir may be appointed on the Shura Council.
- [5]** No immediate family member of the departing Amir may be appointed Amir until after one term or 4 years, the longer of the two has passed immediately after the departing Amir leaves Office.
- [6]** The Office of the Amir may not be paid in any way or form other than for the reimbursement of actual costs or expenses reasonably incurred on behalf of the African Muslim Farmers Association.
- [7]** Members of the office of the Amir have to be members of the African Muslim Farmers Association with good standing.
- [8]** No member of the Jamiatul Ulema of South Africa may be appointed to the Office of the Amir.
- [9]** All members of the Office of the Amir must declare to the Office of the Amir any gifts or other financial incentives received from members or other stakeholders of the African Muslim Farmers Association.
- [10]** No member of the Office of the Amir may incur any liabilities in the name of the African Muslim Farmers Association without a resolution from the Office of the Amir.
- [11]** No member of the Office of the Amir may individually sign surety in the name of the African Muslim Farmers Association without a resolution from the Office of the Amir.
- [12]** A resolution will entail a minimum of 4 (four) signatories from the members of the Office of the Amir on an original and official African Muslim Farmers Associations letterhead.

## **PERSONS NOT ELIGIBLE FOR OFFICE OF THE AMIR**

**24.** No person shall be appointed to the Office of the Amir if –

- [a]** A person is of unsound mind;
- [b]** A person is an un-rehabilitated insolvent; or
- [c]** A person who has at any time been convicted (whether in the Republic or elsewhere) of theft, fraud, forgery, purgery, or any offence involving dishonesty.
- [d]** A person known or determined to be an illegal substance user
- [e]** A person does not subscribe to article 3 hereof.

## **TERM OF OFFICE**

**25. [1]** The term of the Amir of the African Muslim Farmers Association shall be 4 (four) years.

**[2]** Retiring Amir may not be re-elected until after two terms or 8 years, the shorter of the two has passed.



**[3]** The term of office for Shura Council members of the African Muslim Farmers Association shall be for a maximum of two terms or 8 years, the longer of the two has passed.

**[4]** Retiring Shura Council members may not be re-elected until after one term of Amir or 4 years, the longer of the two has passed.

## **FILLING OF A VACANCY OF THE SHURA COUNCIL**

**26.** The Amir will fill any vacancy in the Shura Council with independent members he sees fit taking the advice of the remaining Shura Council members.

## **CONDITIONS FOR VACATION OF OFFICE**

**27. [1]** The Amir has the right to remove any member of the Shura Council by a recommendation of at least 75% of the total members of the Shura Council.

**[2]** The Amir may be removed by a recommendation of at least 75% of the total members of the Shura Council.

**[3]** If the Amir is removed, the Shura Council must elect the new Amir within two days of the removal of the departing Amir.

**[4]** If there is a tied vote between the Shura Council members, the Jamiatul Ulema of South Africa will have the casting vote.

**28.** A member of the Office of the Amir of the African Muslim Farmers Association shall vacate the Office of the Amir if he:

**[a]** Ceases to be an Amir or Shura Council member of the African Muslim Farmers Association;  
or

**[b]** Resigns as Amir or Shura Council member; or

**[c]** Is relieved of his duties of the office of the Amir through a declaration of at least 75% of the Office of the Amir.

## **RULES**

**29.** The Office of the Amir has power to make rules, provided these are not repugnant to this constitution.



## **DELEGATION OF POWERS TO COMMITTEES**

**30. [1]** The Office of the Amir may delegate one or more of its powers to a committee or person appointed by the Office of the Amir.

**[2]** Any committee or person so appointed must in the exercise of the powers delegated to it by the Office of the Amir, abide by such rules as may be made and follow such instructions as may be issued, in regard thereto, by the Office of the Amir.

**[3]** No committee or person may incur any liabilities in the name of the African Muslim Farmers Association.

## **COMMITTEES**

**31.** The following committees shall be established by the Office of the Amir:

**[a]** Projects

**[b]** Islamic, Donations and Dawah Initiatives

**[c]** Learning, Development and Research

**[d]** Government and International Affairs

**[e]** Public Relations

**[f]** Finance and Admin

Such further committees as the Office of the Amir shall from time to time decide.

## **DONATIONS**

**32.** The African Muslim Farmers Association will not accept any donations which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regards to the tax deductibility thereof in terms of section 18A of the Tax Act: Provided that a donor (other than a donor which is an approved public benefit organization or an institution board or body which is exempt from tax in terms of section 10 (1) (cA) (i), which has as its sole or principal object the carrying on of any public benefit activity) may not impose conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation.

## RESTRICTIONS

- 33.** The African Muslim Farmers Association will not knowingly be a party to, or does not knowingly permit, or has not knowingly permitted, itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Tax Act or any other Act administered by the Commissioner for SARS.

## GENERAL MEETINGS

- 34. [1]** The African Muslim Farmers Association must hold:

**[a]** Its first Annual General Meeting within 18 (eighteen) months of the creation of the African Muslim Farmers Association.

**[b]** Subsequently Annual General Meetings within 6 (six) months after the end of the preceding financial year.

- [2]** The Annual General Meeting must:

**[a]** Appoint an auditor.

**[b]** Present a report from the Office of the Amir on the affairs of the African Muslim Farmers Association for the previous financial year.

**[c]** Present the financial statements and auditor's report where applicable for the previous financial year.

**[d]** Announce future projects of the association.

**[e]** Declare the list of Honorary members.

**[f ]** Declare amendments to the constitution.

**[g]** Announce the reviewed membership fees.

## CONVENTION OF MEETINGS

- 35.** An Annual General Meeting shall be convened on the authority of the Amir.

## NOTICE OF GENERAL MEETING

**36. [1]** An Annual General Meeting shall be convened by at least 14-day notice in writing to each member of the African Muslim Farmers Association.

**[2]** The notice convening the meeting shall in addition to the time and place of the meeting state the purpose for which it is convened and an agenda.

**[3]** A notice may be delivered personally, forwarded by post to the member at his registered address, e-mailed to the registered e-mail address of the member or faxed to the registered fax number of the member.

**[4]** Non-receipt by a member of a notice of a General Meeting of the African Muslim Farmers Association does not render such meeting invalid.

**[5]** If a notice of a meeting is returned to the African Muslim Farmers Association because the member to whom it was sent is no longer resident at the registered address, the e-mail address or fax number does not exist or does not function, the African Muslim Farmers Association shall be relieved of its obligation to send further notices of meetings to the member concerned unless the member makes an appearance and requests that such notices be sent to his new address.

## QUORUMS

**37.** A quorum for any meeting shall be constituted:

**[a]** by at least the Amir and four Shura Council members.

**38.** No item on the Agenda shall be transacted at any meeting unless a quorum of members is present during the time when the meeting is considering that item.

**39. [1]** If within 1 (one) hour from the time appointed for the meeting a quorum is not present, the meeting:

**[a]** if convened by members or in consequence of a petition of members, must be cancelled;

**[b]** if otherwise convened, must be adjourned to the same day in the next week at the same time and place, or if that day is a public holiday, to the next day following which is not a public holiday.

**[2]** If the same hall or building is not available for an adjourned meeting, it may be held at another venue within convenient distance if members are advised of the change of venue either by notice posted at the original venue or by some other means.

**[3]** If a quorum is not present within 1 (one) hour after the time fixed for an adjourned meeting, the Amir and the Shura Council members present, provided that the Shura Council members are not less than two in number, shall be deemed to constitute a quorum.

**[4]** The same rules would apply for multi-media and physical meetings.

## **CHAIRPERSON OF MEETINGS**

- 40.** The Amir or anyone that he so elects may chair a meeting.

## **BANKING ACCOUNT**

- 41.** The African Muslim Farmers Association must open a bank account in the name of the African Muslim Farmers Association in which all moneys received shall be deposited as soon as possible upon receipt thereof.

## **INDEMNITY**

- 42.** Subject to the provisions of any relevant statute, members of the Office of the Amir shall be indemnified by the African Muslim Farmers Association for all acts done by them in good faith on its behalf. It shall be the duty of the African Muslim Farmers Association to pay all costs and expenses which any such person incurs or becomes liable for as a result of any contract entered into with the written sanction of the Office of the Amir, or act done by him or her, in his or her said capacity, in the discharge, in good faith, of his or her duties on behalf of the African Muslim Farmers Association.
- 43.** Each member of the organisation shall be indemnified by the organisation against any and all liabilities, obligations, costs, charges, losses and expenses incurred by the organisation as a result of his conduct during the course of the discharge of his duties, obligations or functions in terms of the Constitution. This indemnity shall not extend to circumstances where a member acted without the requisite authority conferred on him by this Constitution or otherwise by the organisation, or where such member acted in bad faith, was grossly negligent or committed a breach of duty or breach of trust.
- 44.** Subject to the provisions of any relevant statute, no member of the Office of the Amir shall be liable for the acts, receipts, neglects or defaults of any other member or office bearer, or for any loss, damage or expense suffered by the African Muslim Farmers Association, which occurs in the execution of the duties of his or her office, unless it arises as a result of his or her dishonesty, or failure to exercise the degree of care, diligence, skill required by law and unsanctioned act.
- 45.** Subject to the provisions of any relevant statute, members of the Office of the Amir shall be indemnified by the African Muslim Farmers Association for any third party liability.

## **FINANCIAL YEAR**

- 46.** The financial year of the association shall be at the end of August each year.

## **FINANCIAL RECORDS**

- 47. [1]** The African Muslim Farmers Association must keep, such accounting records as are necessary to fairly reflect the state of affairs and business of the African Muslim Farmers Association and to explain the transactions and financial position of the business of the association.

**[2]** The accounting records shall be kept at the registered office of the association.

## **ANNUAL FINANCIAL STATEMENTS**

- 48.** An audit of the affairs of the African Muslim Farmers Association must be conducted annually in respect of each financial year in order to –

**[a]** ensure that financial statements are drawn up in conformity with generally accepted accounting practices;

**[b]** verify that the African Muslim Farmers Association has maintained adequate records in accordance with the requirements of this constitution; and

**[c]** report generally as to whether the assets and facilities of the African Muslim Farmers Association are being properly managed and the operations of the association are being conducted in accordance with African Muslim Farmers Association principles.

## **AUDIT**

- 49.** The Office of the Amir must appoint an auditor at each annual general meeting, to hold office until the close of the next annual general meeting.

## **AMENDMENT OF CONSTITUTION**

- 50.** The constitution of the African Muslim Farmers Association may be amended by the Office of the Amir.

## **INTERPRETATION**

- 51.** Any dispute arising from the interpretation of this constitution shall be resolved by the Office of the Amir.

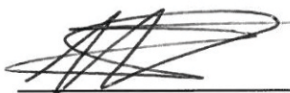
We, the undersigned, hereby certify that the above is the Constitution of the African Muslim Farmers Association adopted at Houghton on the 10th April 2016.



**Muhammed M. Docrat**  
Amir



**Dr Ahmed Jamalooddeen**  
Shura Council



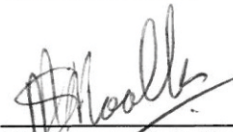
**Cassim Hassim**  
Shura Council



**Arshad S. Mather**  
Shura Council



**Ismail Asmal**  
Shura Council



**Muhammad S. Moolla**  
Shura Council